

**Bard's Inn / Across the Street Inn / Guest House –
Student Application & Occupancy Contract**
Please mail to: 234 South 300 West, Cedar City, Ut 84720

Name: (Last, First, Middle)		Birth Date: (mm/dd/yy)
Email Address:	Home Phone:	Cell Phone:
Application For: <input type="checkbox"/> 2010-2011 Academic Year :(Spring & Fall)		Returning Resident <input type="checkbox"/> Yes <input type="checkbox"/> No As a returning resident I have previously submitted my housing deposit and wish to have it applied to this application.
Current or Proposed Major:		Class Standing: <input type="checkbox"/> Freshman <input type="checkbox"/> Soph. <input type="checkbox"/> Junior <input type="checkbox"/> Senior
Permanent Address: (number, street, apartment or PO Box #):		City, State, Zip:
Emergency Contact:		Emergency Contact Phone Number:

Room and location that you are applying for (price is per person, per semester):

Bard's Inn / Room	Single	Double / Each	Triple / Each	Four /Each
Beatrice (basement)		<input type="checkbox"/> \$1300	<input type="checkbox"/> \$900	
Mistress Ford (main)		<input type="checkbox"/> \$900		
Rosaline (main & up)		<input type="checkbox"/> \$900		
Katerina (upper front)	<input type="checkbox"/> \$1300	<input type="checkbox"/> \$800		
Elizabeth (upper middle)	<input type="checkbox"/> \$1300			
Titania (upper back)	<input type="checkbox"/> \$1300			
Oberon (back building)		<input type="checkbox"/> \$1400	<input type="checkbox"/> \$1000	<input type="checkbox"/> \$800

Across the Street / Room	Single	Double / Each	Triple / Each
Hidden Cove (basement)		<input type="checkbox"/> \$1200	<input type="checkbox"/> \$900
Royal Court (front main)	<input type="checkbox"/> \$1400	<input type="checkbox"/> \$900	
Woodberry (back main)	<input type="checkbox"/> \$1300		
Garden Lane (upper front)		<input type="checkbox"/> \$950	
Crimson Corner (upper back)	<input type="checkbox"/> \$1100		

Guest House	Double	Room A (front) <input type="checkbox"/> \$1800	Room C (back) <input type="checkbox"/> \$1800
Triple	Room A (front) <input type="checkbox"/> \$1400	Room B (small) <input type="checkbox"/> \$1100	Room C (back) <input type="checkbox"/> \$1400
Four	Room A <input type="checkbox"/> \$950	Room A <input type="checkbox"/> \$950	Room B <input type="checkbox"/> \$1000 Room C <input type="checkbox"/> \$1300

Bard's Inn / Across the Street Inn / Guest House

(All units are referred to as Bard's Inn)

1. APPLICATION: A completed housing application and signed contract plus deposit are necessary before a renter can be considered for a room.

2. DURATION OF CONTRACT: Contracts start at the signing by Renter and Landlord and include the entire following FULL ACADEMIC YEAR, with occupancy starting with Fall Semester and ending the last day of finals of Spring Semester. CONTRACTS INCLUDE THE HOLIDAY PERIOD BETWEEN FALL AND SPRING SEMESTERS. Renters who are granted permission to occupy accommodations prior to the scheduled check in date or stay after the scheduled check-out date may do so if permission is granted and shall be charged a daily rate of \$15 per day for the extra days to be paid in advance.

3. DEPOSIT: A \$200.00 reservation / security deposit is due upon signing of this contract. The deposit is not applicable to rental payment, but is a reservation, damage, cleaning, and contract guarantee.

4. DEPOSIT REFUND: The deposit will be refunded to the renter only upon completion of the contractual agreement for the full term and only when a proper check-out is completed. The deposit will be forfeited in the event that the renter does not abide by the contract and/or that a proper check-out is not completed. Residents may allow the deposit to be carried forward to hold a reservation for the following Academic Year.

5. RENT PAYMENTS: The renter agrees to pay the amount of rent as printed on the application form. Fall Semester rent is due upon move-in or the day keys are received, whichever comes first. Spring Semester rent is due when returning from break or the first day of the semester, whichever comes first. Paying by the month will only be allowed in extreme circumstances with approval in writing. A \$20 fee per month will be added over that of the published semester rate. **Once contract is signed, Renter is responsible for both semesters rent, if they occupy the unit or not.** The only exception could be the selling of the Contract, but that is not guaranteed.

6. SELLING OF CONTRACT: Selling of a contract is discouraged and may not be allowed. The Landlord may or may not grant permission for Renter to sell a contract. If the Landlord grants permission, the Landlord will use the same criteria in accepting the Renter's new applicant as the original. The Landlord has complete say in accepting or rejecting new renter. New applicant must agree to all contract terms. New applicant will pay the existing Renter the \$200 deposit and will take over Renters responsibility to pay the remainder of contract.

7. LATE FEES: A late fee of \$20 per week will be charged for each week rent is not paid in full. The eighth day late is counted as the second week.

8. CHECK-OUT PROCEDURES: The renter shall follow the following check-out procedures:

- A. Pick up cleaning instructions from Bard's Inn
- B. Thoroughly clean your personal space and assigned common areas.
- C. Remove all personal belongings from home.
- D. Make an appointment to check out.
- E. Return all keys assigned at check-in. Unless all of these items are satisfactorily completed, a proper check-out has not been executed and rent/penalty will continue to be assessed. A \$50 re-key charge will be assessed for any lost keys.

9. INSPECTIONS: Bard's Inn reserves the right of entry to renter rooms for purposes of repairs and inspections, protection and maintenance of property, as well as safety of its residents.

10. LIABILITY RESPONSIBILITY: Bard's Inn assumes no responsibility for loss or damage to clothing, valuables, money, or other personal property, from fire, theft, malfunction of mechanical equipment, water damage, or other causes.

11. CHECK-IN/CHECK-OUT DATES:

Check-in is Sunday, August 22, 2010 after noon.
Check-out is Sunday, May 1, 2011.

12. UTILITIES: Water, sewer, garbage, cable TV, and wireless high speed internet will be paid by landlord. All other utilities including gas and electricity will be paid by the renters.

13. PETS: No pets are allowed on premises. Deposit is lost if pet stays even one night.

14. STANDARDS: The renter agrees to abide by the following standards: No unlawful practices will be tolerated while living in Bard's Inn. The renter agrees to take good care of the apartment and its furnishings. The renter agrees to respect the rights of others in adjoining apartments and neighborhoods. The renter is not to have overnight guests (female only) without written permission from roommates and owners.

a. ALCOHOL, SMOKING & DRUG-FREE ENVIRONMENT- No individual or renter regardless of age may consume alcoholic beverages, smoke or illegal drugs at any time, in or on, property owned or operated by Bard's Inn including, apartments, parking lots, common areas, or any facilities or grounds. The Renter will be accountable for all outcomes related to their choices regarding the use of these substances.

b. SOME REASONS FOR POSSIBLE TERMINATION

1. Failure to pay rent or any other housing charges when due.
2. Noncompliance with the rules and regulations of this contract, federal, state, and local laws where applicable.
3. Damage from fire, smoke or other causes making the room or apartment uninhabitable.
4. False statements or misrepresentation by the Renter made in connection with this contractual agreement.

15. UPKEEP: The owner agrees to make repairs that go with reasonable wear and tear on the apartment; but damages brought by the neglect or carelessness of the renter will be charged to renter. It is specifically agreed that no tacks, nails, or screws will be driven into walls or woodwork and that no adhesive attachments will be made to the walls and woodwork that will mar the paint, without consent of the owners.

16. ACCESS: It is mutually understood and agreed that the owners shall have access to the apartment at all reasonable times to inspect and protect and maintain the property; and in case

either party has given notice of termination of this lease, the owners may show the apartment to any prospective renter.

17. CONDITIONS: Failure of renter to keep any of the above agreements constitutes sufficient cause for immediate termination of this lease. If renter breaks this agreement and any court proceedings are necessary, owner is entitled to be repaid their attorney's fees and court costs.

18. RENTER NONCOMPLIANCE:

In the event the Renter fails to comply with the Housing Contract, Bard's Inn may take the following actions against the Renter:

1. Cancel this agreement without a notice to cure.
2. Serve notice to vacate the premises pursuant to applicable policies and state laws.
3. Take action to recover the cost of damage caused by the Renter and/or his or her guest(s).
4. Utilize any and all remedies, including equitable and legal, judicial and/or administrative reliefs which are available including collecting future rents.

19. COLLECTION EXPENSES:

Any collection cost incurred by Bard's Inn in closing the Renter's account will be assessed to the Renter and will become part of the Renter's total financial obligation. If the Renter's account is not paid in full it will be sent to collections.

20. INDEMNIFICATION:

To the extent authorized by law, the Renter shall indemnify, save, and hold harmless Bard's Inn, its employees and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Renter pursuant to the terms of this contract.

21. FEES:

The Renter agrees to pay all court costs and reasonable attorneys fees, whether or not court proceedings are necessary that may be incurred in enforcement of Bard's Inn rights under this agreement.

By signing this Application/Contract, I am aware of and agree to all of its conditions:

Bard's Inn

Date

Renter

Date